

DEPARTMENT OF THE ARMY
Omaha District, Corps of Engineers
106 South 15th Street
Omaha, Nebraska 68102-1618

:NOTICE: Failure to acknowledge : Solicitation No. DACA45 02 B 0006
:all amendments may cause rejec- :
:tion of the bid. See FAR : Date of Issue: 07 FEB 2002
:52.214-3 of Section 00100 : **New Date of Opening: 14 MAR 2002**

Amendment No. 0001
05 March 2002

SUBJECT: Amendment No. 0001 to Specifications and Drawings for Construction of
Pueblo Chemical Depot Access Roads, Pueblo, CO
Solicitation No. DACA45 02 B 0006.

TO: Prospective Bidders and Others Concerned

1. The specifications and drawings for subject project are hereby modified
as follows (revise all specification indices, attachment lists, and drawing
indices accordingly).

a. Specifications. (Descriptive Changes.)

(1) Page 00010-1, delete date and time of bid opening shown and
substitute "14 MAR 2002" at "2:00 p.m.".

(2) Section 02300A, Page 6, paragraph 3.3, line 7, delete "Borrow
material from approved sources on Government-controlled land may be obtained
without payment of royalties."

b. Specifications (New and/or Revised and Reissued). Delete and
substitute or add specification pages as noted below. The substituted pages are
revised and reissued with this amendment. In Section 00800, paragraph numbers
revised throughout. Paragraph content changed in 1.11, paragraph 1.14 was
added and paragraphs 1.40 and 1.41 were deleted. (All portions of reissued
specification pages shall apply whether or not changes have been indicated by
the above).

Pages Deleted
Entire Section 00800
Wage Rates CO010001
Dated 12/28/2001

Pages Substituted or Added
New Section 00800
Wage Rates CO020001
Dated 03/01/2002

c. Drawings (Not Reissued). The following sheets are revised as
indicated below and dated with this amendment. These drawings are not reissued
with this amendment.

(1) Sheets C-49 through C-54, revise vertical and horizontal
scales shown to "0-10-20" for vertical and "0-50-100" for horizontal.,

d. Drawing (New). The following drawing sheet is dated with this
amendment and is hereby issued to the package and replaces C-60 below.

(1) Sheet C-60, Pavement Markings and Turnout Details

e. Drawing (deleted). The following drawing sheet is hereby deleted and replaced with the New C-60, above.

(1) Sheet C-60, See new sheet above for replacement.

2. This amendment is a part of the bidding papers and its receipt shall be acknowledged on the Standard Form 1442. All other conditions and requirements of the specifications remain unchanged. If the bids have been mailed prior to receiving this amendment, you will notify the office where bids are opened, in the specified manner, immediately of its receipt and of any changes in your bid occasioned thereby.

a. Hand-Carried Bids shall be delivered to the U.S. Army Corps of Engineers, Omaha District, Contracting Division (Room 301), 106 South 15th Street, Omaha, Nebraska 68102-1618.

b. Mailed Bids shall be addressed as noted in Item 8 on Page 00010-1 of Standard Form 1442.

3. Bids will be received until 2:00 p.m., local time at place of bid opening, 14 MAR 2002.

Attachments:

Spec Pages listed in 1.b. above

Dwg. listed in 1.d. above

U.S. Army Engineer District, Omaha
Corps of Engineers
106 South 15th Street
Omaha, Nebraska 68102-1618

05 March 2002
mrp/4413

DOCUMENT TABLE OF CONTENTS

DIVISION 00 - DOCUMENTS

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

5/00, Rev 9/01

PART 1 GENERAL

- 1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
 - 1.1.1 Start Work
- 1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)
- 1.3 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES
- 1.4 NOT USED
- 1.5 NOT USED
- 1.6 CONTRACT DRAWINGS AND SPECIFICATIONS
 - 1.6.1 SETS FURNISHED
 - 1.6.2 NOTIFICATION OF DISCREPANCIES
 - 1.6.3 OMISSIONS
- 1.7 NOT USED
- 1.8 PHYSICAL DATA (APR 1984)
- 1.9 NOT USED
- 1.10 PAYMENT
 - 1.10.1 PROMPT PAYMENT ACT
 - 1.10.2 PAYMENTS FOR MODIFICATIONS
 - 1.10.3 PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995)
- 1.11 AVAILABILITY OF UTILITY SERVICES
 - 1.11.1 Amounts
 - 1.11.2 Maintenance
 - 1.11.3 Fire Hydrant Connections
 - 1.11.4 Removal
- 1.12 UTILITY SERVICE INTERRUPTIONS
- 1.13 DIGGING PERMITS AND ROAD CLOSINGS
- 1.14 TRASH REMOVAL
- 1.15 PARKING
- 1.16 PROTECTION OF GOVERNMENT PROPERTY
- 1.17 TRAFFIC CONTROL
 - 1.17.1 Traffic Coordination Plan
 - 1.17.2 Traffic Blockage
- 1.18 NOT USED
- 1.19 NOT USED
- 1.20 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
- 1.21 INSURANCE REQUIRED
- 1.22 SECURITY REQUIREMENTS
 - 1.22.1 Work Security Request Form (FORM 103)
 - 1.22.2 Regulations and Other Requirements
- 1.23 CONTRACTOR QUALITY CONTROL (CQC)
- 1.24 NONDOMESTIC CONSTRUCTION MATERIALS
- 1.25 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)
- 1.26 DAILY WORK SCHEDULES
- 1.27 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)
- 1.28 AS-BUILT DRAWINGS
- 1.29 NOT USED

1.30	NOT USED
1.31	NOT USED
1.32	CONTRACTOR FURNISHED EQUIPMENT DATA
1.33	NOT USED
1.34	NOT USED
1.35	NOT USED
1.36	NOT USED
1.37	PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)
1.38	NOT USED
1.39	PARTNERING
1.40	PROFIT
1.41	NOT USED
1.42	NOT USED
1.43	LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES
1.44	WAGE RATE APPLICATION
1.45	(FAR 52.222-23) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)
1.46	FEDERAL HOLIDAYS
1.47	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)
1.48	INSTALLATION HOURS
PART 2	NOT USED
PART 3	NOT USED

-- End of Document Table of Contents --

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS
5/00, Rev 9/01

PART 1 GENERAL

Attachments:

General Wage Decision No.CO010001

1.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall commence work under this contract within ten (10) calendar days after the date of receipt by him of Notice to Proceed, prosecute said work diligently, and complete the entire work except seeding ready for use not later than 540 calendar days after receipt of Notice to Proceed. The time stated for completion shall include final cleanup of the premises. (FAR 52.211-10)

1.1.1 Start Work

Evidence that the Contractor has started procurement of materials, preparation and submission of shop drawings, preparation of subcontracts, and other preparatory work will satisfy the requirement that work commence within ten (10) calendar days after receipt of Notice to Proceed. Therefore, work need not be commenced at the construction site within ten (10) calendar days.

1.2 LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract , the Contractor shall pay liquidated damages to the Government in the amount of \$400.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

1.3 EXCEPTION TO COMPLETION TIME AND LIQUIDATED DAMAGES

In case the Contracting Officer determines that seeding, and/or the specified maintenance thereof is not feasible during the construction period, such work will be excepted from the completion time and liquidated damages . This work shall be accomplished during the first seeding, period and the specified maintenance period following the completion date.

1.4 NOT USED

1.5 NOT USED

1.6 CONTRACT DRAWINGS AND SPECIFICATIONS

1.6.1 SETS FURNISHED

The contractor shall be responsible for making copies of specifications including amendments. The bid drawings as amended shall be utilized in the performance of the work until contract drawings (i.e., bid drawings that have been posted with all amendment changes) are mailed to the Contractor. See Section 01040 As-Built Drawings for drawings being furnished to the Contractor. The work shall conform to the contract drawings, set out in the drawing index, all of which form a part of these specifications. The work shall also conform to the standard details bound or referenced herein.

1.6.2 NOTIFICATION OF DISCREPANCIES

The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Dimensions marked on drawings shall be followed in lieu of scale measurements. Enlarged plans and details shall govern where the same work is shown at smaller scales. All scales shown are based on a standard drawing size of 28" x 40" . If any other size drawings are furnished or plotted the contractor shall adjust the scales accordingly. The contractor shall also advise his sub-contractors of the above. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

1.6.3 OMISSIONS

Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

1.7 NOT USED

1.8 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractors' information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys.
b. Weather conditions shall have been investigated by the Contractor to satisfy himself as to the hazards likely to arise therefrom. Complete weather records and reports may be obtained from the local U.S. Weather Bureau.

c. Transportation facilities shall have been investigated by the Contractor to satisfy himself as to the existence of access highways and railroad facilities. (FAR 52.236-4)

1.9 NOT USED

1.10 PAYMENT

1.10.1 PROMPT PAYMENT ACT

Pay requests authorized in CONTRACT CLAUSES clause: "Payments Under Fixed-Price Construction Contracts", will be paid pursuant to the clause, "Prompt Payment for Construction Contracts". Pay requests will be submitted on ENG Form 93 and 93a, "Payment Estimate-Contract Performance" and "Continuation". All information and substantiation required by the identified contract clauses will be submitted with the ENG Form 93, and the required certification will be included on the last page of the ENG Form 93a, signed by an authorized contractor official and dated when signed. The designated billing office is the Office of the Area Engineer.

1.10.2 PAYMENTS FOR MODIFICATIONS

Payments may be made for cost bearing change orders within the scope of the contract only to the extent funds are authorized in the order on a two-part modification. Contractor pricing proposed must be submitted at the earliest possible time after the change order is issued, or at a specific time as directed by the Contracting Officer. At the discretion of the Contracting Officer, any and all payments may be withheld on the modification until the Contractor has submitted a qualifying price proposal, in as much detail as required by the Contracting Officer, and the final price has been agreed.

1.10.3 PAYMENT FOR MATERIALS DELIVERED OFFSITE (MAR 1995)

a. Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

b. Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. Payment for materials delivered off-site includes petroleum products. (List additional items for which payments will be made for off-site delivery.) (EFAR 52.232-5000)

1.11 AVAILABILITY OF UTILITY SERVICES

Notwithstanding the content of the contract clause, the Contracting Officer has determined that the utility services listed below are available to complete the contract work from the Government's existing system outlets and supplies:

1.11.1 Amounts

*The Contractor may use reasonably required amounts of electricity and water from existing outlets and lines without charge. Water trucks can take on water (out of the standpipe) at the Warehouse Area, Bldg 590. The location is 5 miles south of "G" Block.

Electricity: 114V to 20A

Water: 50 GPM from Warehouse Standpipe

1.11.2 Maintenance

The Contractor shall be responsible for installing and maintaining temporary cords, lines or other equipment in a safe condition.

1.11.3 Fire Hydrant Connections

Only compatible adapters shall be utilized for hydrant connections. A hydrant wrench of the correct size shall be used to control the flow. Temporary connections to fire hydrants shall be disconnected at the end of each working day. Fire department coordination is required prior to connection. Contact 719-549-4642.

1.11.4 Removal

Prior to final acceptance, all temporary cords, lines or other equipment shall be removed and the existing outlets and lines restored to the condition existing prior to the start of construction.

1.12 UTILITY SERVICE INTERRUPTIONS

The Contractor shall notify the Government in writing, of ALL proposed utility outages at least 30 days prior to the proposed outage date. utility outages including heating and air conditioning outages. The request shall be directed to the Contracting Officer and shall state the specific utility systems and circuits to be affected, the location of the outage for each system and a sequence of events taking place. The Government may, at its option, reschedule the outage to avoid conflicts with Government activities. Any changes to outage to avoid conflicts with Government activities. Any changes to outage schedules will be accomplished at no additional cost to the Government. Normally the outages shall occur during weekends or after normal duty hours, except for utilities located in the Military Family Housing Area, and will be accomplished at no additional cost to the Government. Outages shall be kept to a minimum both in number and in duration. Where multiple outages are required, as many outages as can be accurately scheduled shall be submitted as a group.

1.13 DIGGING PERMITS AND ROAD CLOSINGS

The Contractor shall allow 14 calendar days from date of written application to receive permission to dig and to close roads. Roads shall only be closed one lane at a time and vehicular traffic shall be allowed to pass through the construction area. Work on or near roadways shall be flagged in accordance with the safety requirements in Safety and Health Requirements Manual EM 385-1-1, which forms a part of these specifications.

Work located along the alert force route shall not cause blockage and the Contractor shall maintain unobstructed access for alert force traffic at all times.

1.14 TRASH REMOVAL

*All non-salvageable items and trash shall be hauled off the base ground and disposed of by the Contractor in accordance with applicable Federal, State and Local regulations.

Excess fill material/debris including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be removed from the base grounds and disposed of by the Contractor in accordance with applicable State and Local regulations. Excess fill shall not be disposed of in any 100 year floodplain as regulated by the Pueblo County Land Use Authority.

1.15 PARKING

Parking of the Contractor's vehicles shall be restricted to the areas designated by the Inspector or Contracting Officer. The Company name shall be prominently displayed on all construction vehicles parked in the designated spaces. Parking shall not violate fire or safety regulations or disrupt traffic.

1.16 PROTECTION OF GOVERNMENT PROPERTY

The Contractor shall take all necessary precautions to ensure against damage to Government property. All damage to such property shall be repaired or replaced as approved by the Contracting Officer or the Inspector at no additional cost to the Government. All damage to property shall be repaired within a reasonable time as directed by the Contracting Officer by the Contractor with material of like type, quality and finish by skilled mechanics of the trades involved. Should the Contractor fail to correct the damages, the Government may correct the damages and deduct all costs from the contract price. All damages shall be reported immediately to the Contracting Officer or the Inspector.

1.17 TRAFFIC CONTROL

The Contractor shall comply with the recommendations contained in part 6 of the U.S. Department of Transportation, Federal Highway Administration's Manual on Uniform Traffic Control Devices (D6.1-1978) to ensure proper warnings to motorists and adequate traffic control. All signs, warning lights, barricades and other traffic control devices shall be provided by the Contractor.

1.17.1 Traffic Coordination Plan

The Contractor will maintain the normal traffic egress to and from the base during construction at all times. The Contractor shall submit a traffic coordination plan for approval to the Contracting Officer ten (10) days prior to commencing with construction activities. The schedule and phasing of roadway lane closures will be discussed in a pre-construction meeting.

1.17.2 Traffic Blockage

If any roadway is to be blocked for any reason, the Contractor must notify the Contracting Officer, the Fire Department and the Base Security Police of the blockage, prior to the blockage, and must insure that proper signs are installed to divert traffic around the affected area. Traffic control signage should be installed in accordance with Colorado Department of Transportation M&S Standards and Colorado Supplement to Manual of Uniform Traffic Control Devices.

1.18 NOT USED

1.19 NOT USED

1.20 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

a. This clause specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed-Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(8)	(3)	(3)	(3)	(5)	(2)	(4)	(3)	(2)	(2)	(2)	(5)

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)". (ER 415-1-15)

1.21 INSURANCE REQUIRED

In accordance with CONTRACT CLAUSES clause: "Insurance Work on a Government Installation," the Contractor shall procure the following minimum insurance:

Type	Amount
------	--------

Workmen's Compensation and Employer's Liability Insurance	\$100,000
General Liability Insurance	\$500,000 per occurrence
Automobile Liability Insurance	
Bodily injury	\$200,000 per person and \$500,000 per occurrence
Property damage	\$ 20,000 per occurrence

(Coverages per FAR 28.307-2)

1.22 SECURITY REQUIREMENTS

The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display such identification as may be approved and directed by the Contracting Officer. All prescribed identification shall immediately be delivered to the Contracting Officer, for cancellation upon release of any employees. When the contract involves work in restricted security areas, only employees who are U.S. citizens will be permitted to enter. Proof of U.S. citizenship is required prior to entry. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project. (Based on FAR 52.204-2)

1.22.1 Work Security Request Form (FORM 103)

The Contractor shall obtain and complete an Form 103 prior to beginning any construction activity on Pueblo Chem Depot. The form 103 shall be obtained from the Contracting Officer. Completion of the form shall require the Contractor to contact various Army personnel and other Contractors on Base. The Contracting Officer will advise the Contractor of the personnel to contact. Allow up to five working days to process.

1.22.2 Regulations and Other Requirements

The Contractor shall comply with all applicable Pueblo Chem Depot regulations and other requirements pertaining to safety, traffic control, fire prevention, employee identification, security, and environmental protection. The following are some key requirements.

Employee Identification: Contractor employees shall be required to obtain and display such identification as prescribed by Army Resource Protection Program.

1.23 CONTRACTOR QUALITY CONTROL (CQC)

See Section 01451 Contractor Quality Control.

1.24 NONDOMESTIC CONSTRUCTION MATERIALS

The List of nondomestic construction materials or their components included in the list set forth in paragraph 25.104 of the Federal Acquisition Regulation does not apply to the requirements of the contract clause entitled "Buy American Act Construction Materials".

1.25 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DO rated

order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (FAR 52.211-14)

1.26 DAILY WORK SCHEDULES

In order to closely coordinate work under this contract, the Contractor shall prepare a written agenda/meeting minutes and attend a weekly coordination meeting with the Contracting Officer and Using Service at which time the Contractor shall submit for coordination and approval, his proposed daily work schedule for the next two week period. The Contractor shall provide a copy of modifications (MODs), Serial Letters, Requests for Information (RFIs) and any other information that is needed in the minutes of the meeting. Required temporary utility services, time and duration of interruptions, and protection of adjoining areas shall be included with the Contractor's proposed 2-week work schedule. At this meeting, the Contractor shall also submit his schedule of proposed dates and times of all preparatory inspections to be performed during the next 2 weeks. The items of work listed on the proposed 2-week schedule are to be keyed to the NAS by activity number and description for each activity anticipated to be performed during the next 2-week period. Coordination action by the Contracting Officer relative to these schedules will be accomplished during these weekly meetings. Daily reports shall be completed and given to the Contracting Officer or Representative within 24 hours of work

1.27 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)

a. This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing data is requested. This clause does not apply to terminations. See 52.249-5000, Basis for settlement of proposals and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series of equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense

Schedule," Region V. Copies of each regional schedule may be obtained through the following internet site:
<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/ep.htm>. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be developed using the formula provided in the schedule. For forward pricing, the Schedule in effect at the time of negotiations shall apply. For retrospective pricing, the Schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements will be determined using the schedule, except

that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

c. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet. (EFARS 52.231-5000)

1.28 AS-BUILT DRAWINGS

See SECTION 01040 - AS-BUILT DRAWINGS

1.29 NOT USED

1.30 NOT USED

1.31 NOT USED

1.32 CONTRACTOR FURNISHED EQUIPMENT DATA

See Section 01200 Warranty of Construction for Contractor Furnished Equipment Data to be submitted as part of the Warranty Equipment Booklet.

1.33 NOT USED

1.34 NOT USED

1.35 NOT USED

1.36 NOT USED

1.37 PERFORMANCE OF WORK BY CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

1.38 NOT USED

1.39 PARTNERING

a. The Government intends to encourage the formation of a cohesive partnership with the Contractor. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective is effective contract performance in achieving completion within budget, on schedule and in accordance with plans and specifications. This partnership between the Contractor and the Government will be voluntary and its implementation will not be part of the contract requirements nor will it result in a change to contract price or terms.

b. It is anticipated that immediately after the preconstruction conference, the appropriate Contractor's key personnel and Government key personnel will attend a 2-day team building workshop. Follow-up workshops of 1 or 2 days duration may be held periodically throughout the duration of the contract as agreed to by the Contractor and the Government. Costs of the facilitator and facilities for the workshops will be shared equally by the participants.

1.40 PROFIT

a. Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

b. Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

(1) Degree of Risk. Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

(2) Relative Difficulty of Work. If the work is most difficult and

complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

(3) Size of Job. All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

(4) Periods of Performance. Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

(5) Contractor's Investment. To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

(6) Assistance by Government. To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government-owned property, equipment and facilities, and expediting assistance.

(7) Subcontracting. To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.41 NOT USED

1.42 NOT USED

1.43 LABOR CONDITIONS APPLICABLE TO TEMPORARY FACILITIES

It is the position of the Department of Defense that the Davis-Bacon Act, 40 U.S.C. 276a is applicable to temporary facilities such as batch plants, sandpits, rock quarries, and similar operations, located off the immediate site of the construction but set up exclusively to furnish required materials for a construction project on the site of the work. Clause "Payrolls and Basic Records" of the CONTRACT CLAUSES is applicable to such operations.

1.44 WAGE RATE APPLICATION

Applicable to all work.

1.45 (FAR 52.222-23) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
*****	*****
27.5	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs Office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Pueblo SMSA-6560, which Pueblo county is a part of.

1.46 FEDERAL HOLIDAYS

The following Federal legal holidays are observed by this installation:

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

If a wage determination applies the number of holidays specified on it, it has priority over this clause.

1.47 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(1) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause) FAR 52.219-6

1.48 INSTALLATION HOURS

Working hours for the Contractor will normally be between the hours of 7:00 am and 5:00 pm excluding Fridays, Saturdays, Sundays, and Federal holidays unless otherwise approved by the Contracting Officer. If the Contractor desires to work during periods other than stated above, additional Government inspection forces may be required. The Contractor must notify the Contracting Officer at least three days in advance of their intention to work during other periods to allow assignment of additional inspection forces when the Contracting Officer determines that they are reasonably available. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during the periods other than normal duty hours/days; however, if inspectors are required to perform in

excess of their normal duty hours/days, solely for the benefit of the Contractor, the actual cost of inspection at overtime rates will be charged to the Contractor and will be deducted from the final payment of the contract amount. Federal holidays include New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

PART 2 NOT USED

PART 3 NOT USED

-- End of Section --

GENERAL DECISION CO020001 03/01/02 CO1
General Decision Number CO020001

Superseded General Decision No. CO010001

State: Colorado

Construction Type:
HEAVY
HIGHWAY

County(ies):
STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):
STATEWIDE

CARP0002E 05/01/2001		
	Rates	Fringes
CARPENTERS	19.77	5.40

CARP2834A 05/01/2001		
	Rates	Fringes
MILLWRIGHTS	22.22	5.84

ELEC0012B 06/01/2000		
	Rates	Fringes
ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, PUEBLO, RIO GRANDE AND SAGUACHE COUNTIES		

ELECTRICIANS:		
Electrical work \$200,000 or less	18.98	3%+6.14
Electrical work over \$200,000	22.13	3%+6.14

ELEC0068A 06/01/2001		
	Rates	Fringes
ADAMS, ARAPAHOE, BOULDER, CLEAR CREEK, DENVER, DOUGLAS, EAGLE, GILPIN, GRAND, JACKSON, JEFFERSON, LAKE, LARIMER, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, WELD AND YUMA COUNTIES		
ELECTRICIANS	25.76	3%+7.21

ELEC0111A 09/01/2001		
	Rates	Fringes
LINE CONSTRUCTION:		

CO020001-1

03/01/2002
Am_0001

Cable Splicers	26.06	19.75%+2.20
Lineman, Gas Fitter/Welder	26.56	19.75%+2.20
Line Equipment Operator,		
Line Truck Crew	20.73	19.75%+2.20
Groundman	13.64	19.75%+2.20

ELEC0111B 03/01/1998

	Rates	Fringes
TRAFFIC SIGNAL INSTALLER	18.56	10.6%+ 2.00
EQUIPMENT OPERATOR	17.48	10.6%+ 2.00
GROUNDMAN	11.52	10.6%+ 2.00

ELEC0113C 06/01/2001

	Rates	Fringes
CHEYENNE, ELBERT, EL PASO, KIT CARSON, LINCOLN, PARK, AND TELLER COUNTIES		

ELECTRICIANS	23.35	3%+8.14
--------------	-------	---------

ELEC0969C 06/01/2000

	Rates	Fringes
DELTA, DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MESA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES		

ELECTRICIANS	20.35	4%+5.14
--------------	-------	---------

ENGI0009A 04/23/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES)		
GROUP 1	20.67	5.17
GROUP 2	21.02	5.17
GROUP 3	21.12	5.17
GROUP 4	21.37	5.17
GROUP 5	21.52	5.17
GROUP 6	21.67	5.17
GROUP 7	21.92	5.17

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front

CO020001-2

03/01/2002
Am_0001

End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

ENGI0009B 04/23/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	18.52	5.17
GROUP 2	18.87	5.17
GROUP 3	19.22	5.17
GROUP 4	19.37	5.17
GROUP 5	19.52	5.17
GROUP 6	19.67	5.17
GROUP 7	20.43	5.17

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, oiler, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes, wheel mounted under 3/4 yd., loader, barber green, etc.; loader up to and including 6 cubic yards, motor grader/blade, rough; road stabilization machine, rollers, self-propelled all types over 5 tons, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck

GROUP 4 - Cable operated power shovels, draglines, clamshells,

CO020001-3

03/01/2002
Am_0001

and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, crane, 50 tons and under, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, scrapers, single bowl under 40 cubic yards, tractor with sideboom, roto-mill and similar, welder

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, crane 51 to 90 tons carrier mounted, motor grader blade-finish, hoist 3 drum or more, scrapers single bowl including pups 40 cubic yards and tandem bowls and over mechanic - welder (heavy-duty)

GROUP 6 - Cableway, crane (91 to 140 tons), derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - Cranes (141 tons and over), tower cranes all types

IRON0024F 08/01/2001		
	Rates	Fringes
IRONWORKERS:		
STRUCTURAL, ORNAMENTAL, AND		
REINFORCING	21.00	7.36

LABO0086A 05/01/2001		
	Rates	Fringes
LABORERS:		
GROUP 1	11.75	3.64
GROUP 2	15.10	3.64
GROUP 3	15.60	3.64

LABORER CLASSIFICATIONS

GROUP 1 - Janitors; Yardmen

GROUP 2 - Minimum labor, Traffic Control Director(certified); including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oil refineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Nursery Man (including seeding; mulching and planting trees); pipe plants and yards; Shrubs and flowers; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; Operators of concrete saws on pavement (other

than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Bostenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil and Telephone Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement

LABO0086B 05/01/2001

	Rates	Fringes
LABORERS: (TUNNEL)		
GROUP 1	15.05	3.64
GROUP 2	15.95	3.64
GROUP 3	16.05	3.64
GROUP 4	17.15	3.64
GROUP 5	17.10	3.64

TUNNEL LABORER CLASSIFICATIONS

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

LABO0086C 05/01/2001

	Rates	Fringes
LABORERS: (SHAFTS, RAISES, MISSILE SILOS AND ALL UNDERGROUND WORK OTHER THAN TUNNELS)		

CO020001-5

03/01/2002
Am_0001

GROUP 1	16.05	3.64
GROUP 2	16.20	3.64
GROUP 3	16.30	3.64
GROUP 4	16.55	3.64
GROUP 5	16.65	3.64
GROUP 6	17.25	3.64

LABORER CLASSIFICATIONS (SHAFTS, RAISES, MISSILE SILOS AND UNDERGROUND)

GROUP 1 - Laborers; Topmen; Bottommen; Cagers

GROUP 2 - Chucktenders; Concrete Laborers; Whirley Pump Operators

GROUP 3 - Tenders in Shotcrete Gunniting and Sandblasting;
Tenders on Core and Diamond Drills; Pot Tenders

GROUP 4 - Diamond and Core Drill Operators; Gunnite Nozzlemen;
Shotcrete Operators; Sandblasters; and Pump Concrete Placement
Men

GROUP 5 - Any employee performing work underground from a bos'n
chair, swinging stage, life belt or block and tackle as a safety
requirement

GROUP 6 - Collapsible Form Movers and Setters, Miners, Machine
Men and Bit Grinders; Nippers; Powdermen and Blasters;
Reinforcing Steel Setters; Timbermen (steel or wood tunnel
support, including the Placement of Sheeting when Required) and
all Cutting and Welding that is Incidental to the Miner's Work;
Liner Plate Setters; Internal and External Vibrator Men;

LABO0086D 05/01/2001

	Rates	Fringes
LABORERS:		
Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste	18.45	3.64

WATER, SEWAGE AND GAS LINES

Janitors, Yardmen	11.75	3.64
Laborers, Traffic Control		
Director	14.35	3.64
Pipelayer (one per crew)	14.85	3.64

PAIN0079G 08/01/2001

	Rates	Fringes
PAINTERS:		

CO020001-6

03/01/2002
Am_0001

BRUSH	19.41	4.02
SPRAY AND SWING STAGE	20.41	4.02

PLAS0577D 05/01/2000		
	Rates	Fringes
CEMENT MASONS	20.20	3.52
HAZARDOUS AND TOXIC WASTE CONSTRUCTION SPECIALIST:	22.20	3.52
CONCRETE SPECIALIST: Including finishing; grouting patching and curbing	23.20	3.52

PLUM0003E 07/01/2001		
	Rates	Fringes
DENVER COUNTY PLUMBERS	25.67	5.99

PLUM0020E 07/01/2001		
	Rates	Fringes
ALAMOSA, BACA, BENT, CHAFFEE, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, PUEBLO, RIO GRANDE & SAGUACHE		
PLUMBERS & PIPEFITTERS (Including HVAC Work):		
Free Zone - 0 - to 40 miles	19.85	6.17
Zone 1 - 40 miles and over: \$19.85 per hour + \$32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route, beginning at 5th and Main Streets in Pueblo, Colorado, when the employee stays overnight or drives their own vehicle.		
Hazardous Pay: Add \$2.20 per hour to \$19.85 base rate. Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants, and all projects which may present a health hazard or serious personal injury.		

PLUM0058E 07/01/2001		
	Rates	Fringes
CHEYENNE, EL PASO, AND TELLER, ELBERT (SOUTHERN PORTION INCLUDING THE TOWNS OF ELBERT, MATHERSON AND SIMLA), LINCOLN (INCLUDING THE TOWN OF GEONA AND ARriba IN THE SOUTHERN PORTION OF COUNTY), KIT CARSON (INCLUDING TOWNS OF DFALGLER, SEIBERT, VONA, STRATTON AND BETHUNE), DOUGLAS (INCLUDING TOWNS OF LASPUR AND PALMER LAKE), PARK (INCLUDING TOWNS OF FAUPLAY, HARTSEL, AND LAKE GEORGE) COUNTIES		

PLUMBERS & PIPEFITTERS:	24.30	6.40

PLUM0145B 05/01/2001		
	Rates	Fringes
MONTEZUMA COUNTY		
PLUMBERS	21.78	5.50

PLUM0208J 07/01/2001		
	Rates	Fringes
DENVER COUNTY:		
PIPEFITTERS	25.77	5.89

TEAM0435A 05/01/2000		
	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.21	5.27
GROUP 2	14.93	5.27
GROUP 3	15.27	5.27
GROUP 4	15.80	5.27
GROUP 5	16.45	5.27
GROUP 6	17.25	5.27

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 Pickup, Greasemen, Servicemen and Ambulance Drivers, Battery Men, Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus, Flat Rack Tandem Axle.
- GROUP 2 Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Tandem Axle, Semi or Combination, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.
- GROUP 3 Truck Driver Snow Plow, Truck Driver Dumptor Type Jumbo and similar type equipment, Dump Truck Driver of 14 cubic yards to and including 29 cubic yards, Floats.
- GROUP 4 Dump Truck Driver over 29 cubic yards to and including 79 cubic yards, Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Distributor Truck Driver, Cab Operated Distributor Truck Driver.
- GROUP 5 Dump Truck Driver over 79 cubic yards, Mechanic, Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.
- GROUP 6 Low Boy.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

